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Attorneys for Mechanics Bank, a California banking corporation

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE:

Deandrea Ann Anderson,

Debtor.

Case No. 23-30582-swe7

Chapter 7

Mechanics Bank, a California banking
corporation,

Movant,

v.

Deandrea Ann Anderson,

Debtor-Respondent.

Hearing on Motion to Lift
Automatic Stay:
May 3, 2023, at
1:30 p.m.

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

NOTICE

**PURSUANT TO LOCAL BANKRUPTCY RULE 4001-1(b), A RESPONSE IS
REQUIRED TO THIS MOTION, OR THE ALLEGATIONS IN THE MOTION MAY BE
DEEMED ADMITTED, AND AN ORDER GRANTING THE RELIEF SOUGHT MAY
BE ENTERED BY DEFAULT.**

**ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK OF THE
UNITED STATES BANKRUPTCY COURT AT 1100 COMMERCE STREET, ROOM
1254, DALLAS, TX 75242 BEFORE THE CLOSE OF BUSINESS ON APRIL 26, 2023,**

WHICH IS AT LEAST 14 DAYS FROM THE DATE OF SERVICE HEREOF. A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY AND ANY TRUSTEE OR EXAMINER APPOINTED IN THIS CASE. ANY REPOSE SHALL INCLUDE A DETAILED AND COMPREHENSIVE STATEMENT AS TO HOW THE MOVANT CAN BE “ADEQUATELY PROTECTED” IF THE STAY IS TO BE CONTINUED.

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW MECHANICS BANK, A CALIFORNIA BANKING CORPORATION, a creditor in the above bankruptcy, complaining of Deandrea Ann Anderson, Debtor, and files its Motion for Relief from the Automatic Stay to permit it to take possession of and to foreclose its interest in certain property described hereinbelow, and in support thereof would show the Court as follows:

1. A voluntary Petition commencing the above Bankruptcy case under Chapter 7 of the Bankruptcy Code was filed by Deandrea Ann Anderson. This filing operated as a Stay against actions as specified in 11 U.S.C. §362.

2. A Contract and Certificate of Title create and perfect an interest in favor of Mechanics Bank, a California banking corporation on the property described in the Contract, namely: 2016 Lexus ES, VIN: JTHBW1GG1G2103604 (the “Collateral”).

3. Debtor intends to surrender the above-referenced Collateral to Mechanics Bank, a California banking corporation so that Mechanics Bank, a California banking corporation may foreclose its security interest in same. Mechanics Bank, a California banking corporation would, therefore, assert that “cause” exists under 11 U.S.C. §362(d)(1) to modify the Automatic Stay to permit Mechanics Bank, a California banking corporation to take possession of the Collateral and foreclose its interest in such Collateral.

4. Debtor is currently in default under the Contract for the months of December 2022 through March 2023 in the amount of \$2,982.86.

5. Mechanics Bank, a California banking corporation has been unable to verify insurance coverage , and believes that Debtor has no physical damage insurance on the Collateral as required by the Contract. Such lack of insurance coverage does not adequately protect Mechanics Bank, a California banking corporation's security interest and represents "cause" to lift the stay.

6. Debtor has no equity in the Collateral described above since the Collateral has depreciated in value to the extent that the indebtedness owed to Mechanics Bank, a California banking corporation exceeds the value of its security interest.

7. The balance due under the Contract is \$23789.25 as of the date hereof. On information and belief, the fair market value of the Collateral is approximately \$20725.00.

8. Mechanics Bank, a California banking corporation does not have, and has not been offered protection for its interest in the Collateral, and the Collateral is depreciating by reason of the passage of time and the use of the Collateral.

9. If Mechanics Bank, a California banking corporation is not permitted to foreclose its interest in the above-described Collateral, it will suffer irreparable injury, loss and damage.

10. Further, Mechanics Bank, a California banking corporation would request the fourteen (14) day stay period otherwise imposed by Fed. R. Bankr. P. 4001 (a)(3) shall not be applicable to an Order granting Relief from Stay regarding the Collateral.

WHEREFORE, Mechanics Bank, a California banking corporation prays that, upon hearing of this Motion:

- (1) The Automatic Stay be modified to permit Mechanics Bank, a California banking corporation to take possession of and to foreclose its interest in the Collateral described above;
- (2) Upon termination of the automatic stay, Debtor shall surrender the Collateral to Mechanics Bank, a California banking corporation,
- (3) The Court waive the provision of Rule 4001 (a)(3); and
- (4) Mechanics Bank, a California banking corporation be granted such other relief to which it may be entitled.

DATED April 12, 2023.

Respectfully submitted,

QUILLING, SELANDER, LOWNDS, WINSLETT &
MOSER, P.C.

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By: /s/ Patrick M. Lynch

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ATTORNEYS FOR MOVANT,
MECHANICS BANK, A CALIFORNIA
BANKING CORPORATION

NOTICE

Pursuant to Local Rule 4001(e), "Absent compelling circumstances, evidence presented at preliminary hearings in the Dallas and Fort Worth Divisions on motions for relief from the automatic stay will be by affidavit only. The party requesting the hearing must serve evidentiary affidavits at least seven days in advance of such hearing; the responding party must serve evidentiary affidavits at least forty-eight hours in advance of such hearing."

CERTIFICATE OF SERVICE

A true and correct copy of the Motion for Relief from the Automatic Stay was served upon the parties listed below by First Class Mail, postage prepaid, or by electronic filing notification, on April 12, 2023.

U.S. Trustee
1100 Commerce Street, Room 976
Dallas, TX 75202

Mark S. Rubin, Esq.
Rubin & Associates, P.C.
13601 Preston Rd, Suite 500E
Dallas, TX 75240

Deandrea Ann Anderson
6653 McKinney Ranch Pkwy., Apt 8311
McKinney, TX 75070

Scott M. Seidel, Chapter 7 Trustee
Seidel Law Firm
6505 W. Park Blvd., Suite 306
Plano, TX 75093

/s/ Patrick M. Lynch
Patrick M. Lynch

CERTIFICATE OF CONFERENCE

I hereby certify that prior to filing the foregoing Motion:

XX Prior to filing this Motion for Relief, Movant believes that Movant and Debtor will reach an agreement concerning the Motion, or Debtor agreed to the relief sought in the Motion.

XX Prior to filing this Motion for Relief, Movant believes that Movant and Trustee will reach an agreement concerning the Motion, or Trustee agreed to the relief sought in the Motion.

Therefore, this Motion is presented to the Court for determination.

/s/ Patrick M. Lynch
Patrick M. Lynch